REQUEST FOR QUOTATION (RFQ)

RFQ/UNDP-Ripple Mattress/03/2014

NAME & ADDRESS OF FIRM	DATE: **March 24, 2014**
	REFERENCE: **RFQ/UNDP-Ripple Mattress/03/2014**

Dear Sir / Madam:

We kindly request you to submit your quotation for **Ripple Mattress**, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted on or before **March 31, 2014** and via ☒***e-mail or*** ☒***courier*** *mail* to the address below:

United Nations Development Programme

RFQ/UNDP-Ripple Mattress/03/2014

55, Lodi Estate, New Delhi – 110 003, India

Email : bids.dsc@undp.org

Quotations submitted by email must be limited to a maximum of **5 (five)** MB, virus-free and no more than **5 (five)** email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your quotation by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned good/s:

Delivery Terms [INCOTERMS 2010] *(Pls. link this to price schedule)*	☐FCA ☐CPT ☐CIP ☐DAP ☒Other **DDP Final Destination**
Customs clearance, if needed, shall be done by:	☐UNDP ☒**Supplier/Offeror** ☐Freight Forwarder
Exact Address/es of Delivery Location/s (identify all, if multiple)	**As per Consignee Distribution List (Annex 7).**

UNDP Preferred Freight Forwarder, if any	**Not Applicable**	
Distribution of shipping documents *(if using freight forwarder)*	**Not Applicable**	
Latest Expected Delivery Date and Time *(if delivery time exceeds this, quote may be rejected by UNDP)*	☒ As per Delivery Schedule attached *[See **Annex 7**]* Time : *[pls. indicate]* Time Zone of Reference : *[pls. indicate]*	
Delivery Schedule	☒**Required** ☐Not Required	
Packing Requirements	**Will be intimated at the time of award.**	
Mode of Transport	☐ AIR	☐LAND
	☐SEA	☐OTHER *[pls. specify]*
Preferred Currency of Quotation[1]	**Indian Rupees (INR) (or) in any freely convertible Currency**	
Value Added Tax on Price Quotation	☒ **Must be inclusive of VAT and other applicable indirect taxes**	
After-sales services required	☒**Two (2) years warranty ; and** ☒**Technical Support** ☒ Others**: Refer Technical Specifications**	
Deadline for the Submission of Quotation	**COB, *Monday, March 31, 2014*** *and* GMT+5:30	
All documentations, including catalogs, instructions and operating manuals, shall be in this language	☒ **English** ☐ French ☐ Spanish ☐ Others *[pls. specify, including dialects, if needed]*	
Documents to be submitted[2]	☒ **Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1;** ☐ A statement whether any import or export licenses are required in respect of the goods to be purchased including any restrictions on the country of origin, use/dual use nature of goods or services, including and disposition to end users; ☐ Confirmation that licenses of this nature have been obtained in the past and an expectation of obtaining all the necessary	

[1] *Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UNDP preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of UNDP's issuance of Purchase Order.*
[2] *First 2 items in this list are mandatory for the supply of imported goods*

	licenses should the quotation be selected; ☒ **Quality Certificates (ISO, etc.);** ☒ **Latest Business Registration Certificate ;** ☐ Latest Internal Revenue Certificate / Tax Clearance; ☒ **Manufacturer's Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer);** ☐ Certificate of Exclusive Distributorship in the country (if applicable, and if Supplier is not the manufacturer); ☐ Evidence/Certification of Environmental Sustainability ("Green" Standards) of the Company or the Product being supplied ; ☐ Complete documentation, information and declaration of any goods classified or may be classified as "Dangerous Goods". ☐ Patent Registration Certificates (if any of technologies submitted in the quotation is patented by the Supplier); ☒ **Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;** ☒ Others : **1. Written Self-Declaration : Not be insolvent, in receivership, bankrupt or being wound up or subject to legal proceedings for any of these circumstances.** **2. Written Self-Declaration : Not been declared ineligible or blacklisted by the Government of India or state governments.** **3. Documents showing that the supplier has supplied such equipment of same make to private/ public sector/ government organizations.**
Period of Validity of Quotes starting the Submission Date	☐ 60 days ☒ **90 days** ☐ 120 days **In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.**
Partial Quotes	☒ **Not permitted** ☐ Permitted [*pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)]*

Payment Terms	**<u>For Schedule 1 :</u>** **(i) Eighty (80) percent of the Contract Price of the Goods delivered to the Consignee shall be paid within thirty (30) days of submission of invoice along with Consignee Receipt Certificate (Annex-4), by direct bank transfer to the Supplier's nominated bank account.** **(ii) Twenty (20) percent of the Contract Price of Goods received shall be paid on satisfactory installation, Training & commissioning of the Goods and completion of training of the concerned personnel on operation and maintenance the equipment, supported by the satisfactory training & commissioning Certificate (Annex-5) issued by the Consignee.**
Liquidated Damages	**The liquidated damage shall be 0.5 per cent per week for the value of delayed goods. The maximum amount of liquidated damages shall be 10 % of goods value.**
Evaluation Criteria *[check as many as applicable]*	☒ **Technical responsiveness/Full compliance to requirements and lowest price**[3] **Comprehensiveness of after-sales services** ☒ **Full acceptance of the PO/Contract General Terms and Conditions *[this is a mandatory criteria and cannot be deleted regardless of the nature of services required]*** ☐ Earliest Delivery / Shortest Lead Time
UNDP will award to:	☒ **One supplier for complete one schedule (No partial schedule will be awarded).** ☐ One or more Supplier, depending on the following factors: *[Clarify fully how and why will this be achieved. <u>Please do not choose this option without indicating the parameters for awarding to multiple Suppliers</u>]*
Type of Contract to be Signed	☒ **Purchase Order**

[3] *UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.*

Special conditions of Contract	☒ **Cancellation of PO/Contract if the delivery/ completion is delayed by 45 days** ☒ Others : **1. Supplier shall furnish Performance Security to the Purchaser for an amount of 10% of the Contract Price, valid up to no less than 60 days after the date of completion of all contractual obligations, including warranty obligations (Annex-6).** **2. During the warranty period, free comprehensive annual maintenance and repairs services including testing and calibration, labour and spares shall be provided by the supplier.** **3. If the Supplier, having been notified, fails to remedy the defect(s) within the stipulated period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.** **4. The supplier shall visit each installation site as recommended in the manufacturer's technical/ service operational manual, but at least once in three months during the warranty period for preventive maintenance.**
Conditions for Release of Payment	Passing Inspection Complete Installation ☐ Passing all Testing ☒ **Completion of Training on Operation and Maintenance** ☒ **Written Acceptance of Goods based on full compliance with RFQ requirements** ☐ Others *[pls. specify]*

Annexes to this RFQ[4]	☒ **Specifications of the Goods Required (Annex 1)** ☒ **Form for Submission of Quotation (Annex 2)** ☒ **General Terms and Conditions / Special Terms and Conditions (Annex 3).** ☒ **Others: Consignee Receipt Certificate (Annex 4); Satisfactory Installation, Training Certificate (Annex 5); Form of Performance Security (Annex 6); and Consignee Distribution List (Annex 7)** **Non-acceptance of the terms of the General Terms and Conditions (GTC) and Special Terms and Conditions (STC) shall be grounds for disqualification from this procurement process.**
Contact Person for Inquiries (Written inquiries only)[5]	*J.S. Choudhary* *Procurement Specialist* *Fax : +91 (11) 2462 7612;* *Email : procurement.dsc@undp.org* Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

[4] *Where the information is available in the web, a URL for the information may simply be provided.*
[5] *This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.*

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. **In the event that** you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:
http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/

UNDP encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link : http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your quotation.

Sincerely yours,

J.S. Choudhary
Procurement Specialist
March 24, 2014

Annex 1

Technical Specifications

Schedule No.	Items to be Supplied	Quantity	Description / Specifications of Goods	Latest Delivery Date
1	**Ripple Mattress**	**170 numbers**	• Size: Rippled part 6ft X 3ft • Alternate rippling effect with air insufflations & sucking effect • Air insufflators • 2 tubes for alternate air insufflations • **Environmental Factors** ➢ The Unit shall be capable of being stored continuously in ambient temperature of10 – 40^{0}C & relative humidity of 15 – 90% ➢ Shall Meet IEC – 60601 – 1 – 2:2001 (or Equivalent BIS) general requirements of safety for electromagnetic compatibility ➢ Shall be capable of operating continuously in ambient temperature of 10 – 40^{0}C and relative humidity of 15 – 90% • **Power Back-up** ➢ Power input: 220-240V/50Hz Single phase or 380-400 V AC50 Hz three phase fitted with appropriated Indian plugs & sockets. • **Standards, Safety & Training** ➢ Electrical safety conforms to standards for electrical safety IEC – 60601/IS – 13450 ➢ Manufacturer should have ISO certification for quality standards ➢ The service provider should have the necessary equipment recommended by the manufacturer to carry out preventive maintenance test as per guidelines provided in the service/maintenance manual ➢ Warranty for 2 years ➢ User manual in English ➢ Service manual in English ➢ List of important spare parts and accessories with their part number and costing	**See Annex 7**

Schedule No.	Items to be Supplied	Quantity	Description / Specifications of Goods	Latest Delivery Date
			➢ Compliance report to be submitted in a tabulated and point wise manner clearly mentioning the page/para number of original catalogue/data sheet. Any point, if not substantiated with authenticated catalogue/manual, will not be considered.	

Related/Ancillary Services

i. WARRANTY

1. Warranty from the date of acceptance of the goods (issue of satisfactory installation & commissioning certificate).

   Two (2) years manufacturer's comprehensive warranty for the functional performance & also against manufacturing defects.

2. During warranty, cost and responsibility of the shifting of the equipment, in case so required for repair etc. shall be borne by the Supplier, without any liability on the consignee.
3. Free comprehensive annual maintenance and repairs services including testing and calibration, labour and spares shall be provided by the supplier during the period of warranty.
4. If the Supplier, having been notified, fails to remedy the defect(s) within the stipulated period, the UNDP/Consignee/West Bengal Medical Services Corporation Limited may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the UNDP may have against the Supplier under the Contract.
5. The maximum response time for maintenance complaint from any of the destination (i.e. time required for supplier's maintenance engineer to report at the site after a request call /fax/ telegram is made or letter is written) shall not exceed 24 hours.
6. During the Warranty periods, the supplier will be required to guarantee that the equipment will be maintained in good working condition for a minimum period of 351 days out of a period of 365 days. (i.e. 96% uptime). 8 hours non-functioning of the equipment will be considered as one day down time. Essential period to shut down the installation entirely or partially shall also be included in the down time while calculating the 96% guaranteed uptime. This guaranteed uptime shall be calculated for each block of 365 days. The Response time to any fault should be not more than 48 hrs. In case the equipment cannot be made functional within 4 days or 96 hours, the vendor has to make arrangement for an alternative. Maximum time allowable for correcting the fault would be 7 continuous days.
7. In case equipment is not useable beyond the stipulated maximum down time the supplier will be required to arrange for an immediate replacement of the same till such time it is so required.
8. The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service operational manual, but ***at least once in three months during the warranty period, for preventive maintenance***.
9. Details of the functional service and maintenance centre(s) along with complete contact details shall be provided by the Supplier.

iv. OTHER RELATED SERVICES

1) Incidental Services

The supplier may be required to provide any or all of the following services:

(a) Performance or supervision of the assembly, installation and/or start-up of equipment.

(b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods along with each equipment.

(c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied equipment at the time of delivery.

(d) After sales service centre should be available at/near to the city of Consignee on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly maximum within 48 hrs including the travel time. Contact details to be provided by the Supplier.

(e) Training of the Consignee's personnel, on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Good. This must be carried out at the time of installation.

2) Availability of Spare parts

The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

(a) such spare parts as required for maintenance of the equipment during Warranty period, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) In the event of termination of production of the spare parts:

(i) Advance notification to the UNDP/Consignee/West Bengal Medical Services Corporation Limited of the pending termination, in sufficient time to permit the UNDP/Consignee/ West Bengal Medical Services Corporation Limited to procure needed requirements; and

(ii) Following such termination, furnishing at no cost to the UNDP/Consignee/ West Bengal Medical Services Corporation Limited, the blueprints, drawings and specifications of the spare parts, if requested.

(c) Suppliers shall ensure the availability of spare parts for ten years. Inventory of the Spare parts required for 8 years.

v. Documentation

- User/Technical/maintenance manuals to be supplied in English.
- List of installation base with their contact nos.
- Certificate of calibration and inspection from Parent company/OEM supplier.
- List of equipment available for providing calibration and routine preventive Maintenance Support. As per OEM documentation in service/ technical manual.
- List of important spare parts and accessories with their part number and costing.
- Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out.
- Address & contact details of service centre to be provided.

[Name and Signature of the Supplier's Authorized Person]
[Designation]
[Date]

Annex 2

FORM FOR SUBMITTING SUPPLIER'S QUOTATION[6]

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery[7])

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. **RFQ/UNDP- Ripple Mattress/ 03/2014**:

TABLE 1 : Offer to Supply Goods Compliant with Technical Specifications and Requirements

SCH. NO. (a)	BRIEF DESCRIPTION OF GOODS (b)	QTY. (c)	COUNTRY OF ORIGIN (d)	CURRENCY (e)	UNIT PRICE DDP* FINAL DESTINATION (all inclusive of tax/duty) (f)	TOTAL PRICE DDP* FINAL DESTINATION (all inclusive of tax/duty) (g) = (c) x (f)
1	**Ripple Mattress** [Two (2) Years manufacturer's Comprehensive Warranty for the functional performance & also against manufacturing defects].	**170 numbers**				

*** DDP Price final destination shall include the entire cost incidental to delivery at final destination including all duties & taxes to be paid.**

*** DDP Price of the above equipment shall include Supply, Installation, Testing, Commissioning, Training and comprehensive warranty for Equipment.**

TABLE 2 : Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our Quotation are as follows :	**Your Responses**		
	Yes, we will comply	***No, we cannot comply***	***If you cannot comply, pls. indicate counter proposal***
Delivery Lead Time			
Estimated weight/volume/dimension of the Consignment:			
Country/ies Of Origin[8]:			
Warranty and After-Sales Requirements			
a) Training on Operations and			

[6] *This serves as a guide to the Supplier in preparing the quotation and price schedule.*

[7] *Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes*

[8] *If the country of origin requires Export License for the goods being procured, or other relevant documents that the country of destination may require, the supplier must submit them to UNDP if awarded the PO/contract.*

Maintenance			
b) Warranty on both parts and labor (As per Technical Specifications)			
c) Service Unit to be Provided when the Purchased Unit is Under Repair			
d) Brand new replacement if Purchased Unit is beyond repair			
e) Others			
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			
Other requirements *[Supplier should be experienced in the field of supply of such equipment and should provide free commissioning at site and training of the operators on use and operation of the equipment, trouble shooting and normal maintenance of the equipment.]*			

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

[Name and Signature of the Supplier's Authorized Person]
[Designation]
[Date]

Empowered lives.
Resilient nations.

Annex 3

General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

2. PAYMENT

2.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.

2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.

2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.

2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

3. TAX EXEMPTION

3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.

3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

9. RIGHTS OF UNDP

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.
9.2 Refuse to accept delivery of all or part of the goods.
9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

10. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

11. ASSIGNMENT AND INSOLVENCY

11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.
11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

13. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

14. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

15. MINES

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

16. SETTLEMENT OF DISPUTES

16.1 Amicable Settlement. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

16.2 Arbitration. Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. SEXUAL EXPLOITATION:

18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

18.2 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

19.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

20. AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.

Special Terms and Conditions for Goods

The following Special Terms and Conditions for Goods shall supplement and / or amend the General Terms and Conditions for Goods (GT&C). Whenever there is a conflict, the provisions herein shall prevail over those in the GT&C.

GT&C 1	In addition: **Definition:** **GOODS AND SERVICES**: Goods are hereinafter deemed to include, without limitation, such equipment, spare parts, commodities, raw materials, components, intermediate products and products which the Vendor is required to supply pursuant to the Purchase Order. Services are hereinafter deemed to include related/ ancillary services to the supply of the Goods including, without limitation, installation, training, transportation and such other obligations as required under this Contract.
GT&C 3	**There is no tax exemption as the procurements is on behalf of the state governments and are from their domestic budget.**
GT&C 4	TRADE TERMS: Whenever an Incoterm is used in this Contract it shall be interpreted in accordance with the Incoterms 2010.
GT&C 7	**The Inspection and tests, as applicable under I or II shall be:** ***I. For Goods supplied from outside India.*** a) For goods supplied from outside India, UNDP retains the right to perform pre-shipment inspection at the manufacturer's premises and an independent quality control laboratory Testing. b) The Supplier will make arrangement for storage of Goods at the port of entry at its own cost for the first 30 days after the arrival of shipment. The UNDP will be responsible for costs arising from the storage, warehousing and demurrage in excess of thirty (30) days resulting from delays due to quality testing procedure. c) The UNDP will retain the right to perform further inspections and quality testing at any time till the satisfactory installation of Goods, as it deems fit, at its own cost. ***II. For Goods supplied from Within India*** The goods shall not be dispatched unless they are inspected and cleared for dispatch by UNDP's representative in the Supplier premises. The UNDP will arrange a pre-shipment inspection and an independent quality control laboratory testing on sample basis. The UNDP will retain the right to perform further inspections and quality testing at any time as it deems fit. ***For (I) and (II) both*** The related costs of the pre-shipment inspection for the first inspection of goods shall be borne by the UNDP. The cost of subsequent inspection due to rejection of Goods at the first inspection shall be borne by the Supplier. Inspection will be done by a UNDP's nominated agency to ascertain whether the Goods are in conformity with the Technical Specifications of the Contract or not. The Supplier shall put up the goods for such inspection to the UNDP's nominated agency inspector for 15-25 days (depending on the time required for pre-dispatch inspection & testing) ahead of the contractual delivery period, so that deliveries to the Consignees are completed as per the contractual delivery period Should any inspected or tested goods fail to conform to the specifications, the UNDP may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet specification requirements free of cost to the UNDP, within a period of 45 (forty-five) days of intimating such rejection.

GT&C 10	The Supplier understands that time is of the essence in providing the Services under this Contract. If the Supplier shall fail to complete the Services within the time for completion prescribed in the Contract, or any extended time for completion in accordance with the Contract, then the Supplier shall pay to UNDP 0.5% of the value of the delayed products per week of delay, up to a maximum amount of 10%, as liquidated damages. The said sum shall be payable by the sole fact of the delay without the need for any previous notice or any legal proceedings, or proof of damage, which shall in all cases be considered as ascertained. UNDP may, without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any monies in its hands due or which may become due to the Supplier. The payment or deduction of such damages shall not relieve the Supplier from his obligation to complete the Services or from any other of his obligations and liabilities under the Contract.
GT&C 21	The Supplier acknowledges that the UNDP acts on behalf of the West Bengal Medical Services Corporation Limited; and hereby explicitly agrees that all rights and remedies, such as titles of ownership, warranties, entitlements, benefits relating to, based on and arising from or associated with the supplied drugs, goods, equipment and/or services under this Contract may be freely assigned, transferred, agreed upon and disposed between the UNDP and the West Bengal Medical Services Corporation Limited without requiring any further tacit or express acceptance, endorsement or acknowledgment by the Supplier.
GT&C 22	**Delivery of Goods shall be made by the Supplier in accordance with the Schedule of Requirement** **The details of shipping and/or other documents, as applicable under I or II, to be furnished by the Supplier are:** I. **For Goods supplied from outside India**: (A) Upon shipment, within 24 hours the Supplier shall notify the UNDP in writing the full details of the shipment including Purchase Order/Contract number, description of the Goods, quantity, date and port of shipment, mode of shipment, estimated dates of arrival at the port of entry and the place of destination. In the event of Goods sent by airfreight, the Supplier shall notify the UNDP a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected date and time of arrival, the Master airway-bill and the House airway-bill numbers. The Supplier shall first fax the above details and then send to the UNDP, by courier, two sets of documents comprising of one original and one copy of the following: (i) Commercial invoice, indicating the United Nations Development Programme (UNDP) on behalf of the West Bengal Medical Services Corporation Limited*;* the Purchase Order/Contract number, Goods description, quantity, unit price, and total amount. Invoices must be signed in original and stamped, or sealed with the company stamp/seal; (ii) Negotiable, clean, on-board through bill of lading marked "freight prepaid" and indicating the United Nations Development Programme (UNDP) on behalf of the West Bengal Medical Services Corporation Limited, and notify Consignees as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and non-negotiable bill of lading, **or** railway consignment note, road consignment note, truck or air waybill, or multimodal transport document, marked "freight prepaid" and showing delivery through to final destination as per the Schedule of Requirements. (iii) Packing list identifying contents of each package. (iv) Manufacturer's or Supplier's Warranty Certificate covering all items supplied; (v) Certificate of Inspection furnished to supplier by the nominated agency (where inspection is required) (vi) Supplier's Certificate of Origin covering all items supplied; (vii) Original copy of the certificate of weight issued by the port authority/licensed authority; (viii) Any other/additional procurement– specific document(s) required for delivery/payment purposes.

	The above documents shall be received by the UNDP at least one week before arrival of Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses. (B) The supplier shall intimate the Consignee in advance at least 7 days before the dispatch of Goods the expected date of arrival of Goods along with quantity of Goods. Along with each consignment the Supplier shall provide the Consignee one original and one copy of the documents mentioned below: (i) Supplier's Delivery note, indicating Purchase Order/Contract Number, Goods' description, quantity, batch number, date of expiry etc. Delivery note must be signed in original and stamped or sealed with the company stamp/seal; (ii) Packing list identifying contents of each package; and (iii) Manufacturer's or Supplier's Warranty certificate covering all items supplied (C) Upon the delivery of the Goods, the Supplier shall notify the UNDP in writing and deliver to the UNDP two sets of documents comprising of one original and one copy of the following: (i) Acceptance of Goods by the Consignee [i.e. Consignee Receipt Certificate (CRC)]; (ii) Satisfactory Installation, Training & Commissioning of Equipment at Consignee [i.e. Satisfactory Installation, Training & Commissioning Certificate (SITC)]. **II. For Goods from within India** (A) The Supplier should intimate the Consignee in advance at least 7 days before the dispatch of Goods the expected date of arrival of Goods along with quantity of Goods. Along with each consignment the Supplier should provide the Consignee one original and one copy of the documents mentioned below: (i) Consignment Receipt Certificate, indicating Goods' description, quantity, batch number, date of expiry etc. Consignment Receipt Certificates must be signed in original and stamped or sealed with the Consignee's official stamp/seal; (ii) Packing list identifying contents of each package (iii) Manufacturer's or Supplier's Warranty certificate covering all items supplied. (B) Upon the delivery of the Goods, the Supplier shall notify the UNDP in writing and deliver to the UNDP two sets of documents comprising of one original and one copy of the following: (i) Commercial invoice, indicating the United Nations Development Programme (UNDP) on behalf of the West Bengal Medical Services Corporation Limited, the Purchase Order/Contract number, Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal; (ii) Railway consignment note, road consignment note, truck or airway bill, or multimodal transport document showing the United Nations Development Programme (UNDP) on behalf of the West Bengal Medical Services Corporation Limited and delivery through to final destination as stated in the Contract. (iii) Acceptance of Goods by the Consignee [i.e. Consignee Receipt Certificate (CRC)]; and Satisfactory Installation, Training & Commissioning of Goods [i.e. Satisfactory Installation, Training & Commissioning Certificate (SITC)]. (iv) Packing list identifying contents of each package; (v) Manufacturer's or Supplier's Warranty certificate covering all items supplied. (vi) Original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection

	agency (where inspection is required) (vii) Supplier's Certificate of Origin covering all items supplied. (viii) The sales Tax department latest Notification with regard to VAT/sales Tax applicable. (ix) Any other/additional procurement – specific document(s) required for delivery/payment purposes. **Note:** In the event that the documents presented by the Supplier are not in accordance with the Contract, then payment will be made against issue of the Satisfactory Acceptance/Installation Certificate issued by the consignee.
GT&C 23	**Payment Terms** The method and conditions of payment to be made to the Supplier (Payments will not be made to any other party) under this Contract, as applicable under (A) or (B), shall be as follows: **(A) Payment for Goods supplied from outside India:** Payment of foreign currency portion shall be made in the currency of the Contract Price in the following manner: (i) **On Delivery to Consignee:** Eighty (80) percent of the Contract Price of the Goods shall be paid on delivery of goods to the Consignee within thirty (30) days of submission of documents specified in GT&C 22, along with **Consignee Receipt Certificate (Annex 4)** issued by the Consignee, by direct bank transfer to the Supplier's nominated bank account. (ii) **On satisfactory installation, training & commissioning:** Twenty (20) percent of the Contract Price of Goods received shall be paid within thirty (30) days of satisfactory installation & commissioning of the Goods and completion of training of the concerned personnel on operation and maintenance the equipment, supported by the **Satisfactory Installation, Training & Commissioning Certificate (Annex 5)** issued by the Consignee, by direct bank transfer to the Supplier's nominated bank account. **(B) Payment for Goods and Services supplied from within India:** Payment for Goods and Services supplied from within the country shall be made in Indian Rupee, as follows: (i) **On Delivery to Consignee:** Eighty (80) percent of the Contract Price of the Goods shall be paid on delivery of goods to the Consignee within 30 days of submission of documents specified in GT&C 22, along with **Consignee Receipt Certificate (Annex 4)** issued by the Consignee, by direct bank transfer to the Supplier's nominated bank account. (ii) **On satisfactory installation, training & commissioning:** Twenty (20) percent of the Contract Price of Goods received shall be paid within thirty (30) days of satisfactory installation & commissioning of the Goods and completion of training of the concerned personnel on operation and maintenance the equipment, supported by the **Satisfactory Installation, Training & Commissioning Certificate (Annex 5)** issued by the Consignee, by direct bank transfer to the Supplier's nominated bank account. Payment of local currency portion shall be made in Indian Rupee within thirty (30) days of presentation of an invoice (indicating the United Nations Development Programme (UNDP) on behalf of West Bengal Medical Services Corporation Limited, the Purchase Order/Contract number, description of payment and total amount,

	signed in original, stamped or sealed with the company stamp/seal) supported by the satisfactory installation Certificate issued by the Consignee.
GT&C 24	A Performance Security shall be required. (a) Within 15 days after the Issuance of Purchase Order to Supplier, the Supplier shall furnish Performance Security to the UNDP, New Delhi for an amount of 10% of the Contract Price, valid up to no less than 60 days after the date of completion of all contractual obligations, including warranty obligations, but excluding CMC services. (b) The Performance Security shall be unconditional and irrevocable and in the form of an unconditional Bank Guarantee **(Annex 6)** Banks issuing Performance Securities must be acceptable to the UNDP Comptroller, i.e. they have to be banks certified by the Central bank of the country to operate as commercial bank. The Performance Security shall be denominated in the currencies of payment of the Contract or in Indian Rupees (INR), in accordance with their portions of the Contract Price, and shall have a validity period of sixty (60) days beyond the completion of all contractual liabilities of the Supplier under this contract, including warranty. UNDP reserves the right to request an extension of the Performance Security. Discharge of the Performance Security shall take place upon expiry of the Performance Security or the completion of all contractual liabilities of the Supplier under this contract, including warranty. The Performance Security shall then be returned to the Vendor by UNDP. (c) In the event of any amendment issued to the Contract, the Supplier shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary) rendering the same valid in all respects in terms of the Contract, as amended. (d) UNDP reserves the right to reject the Performance Security should the mentioned conditions be deemed unfulfilled. UNDP reserves the right to request an extension of the performance security.

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Annex 4

"CONSIGNEE RECEIPT CERTIFICATE"
(To be given by consignee's authorized representative)

The following stores have been received in good condition and accepted.

1. Name of the item supplied (with make and model) :

2. Contract / Purchase Order No. :

3. Name of the Supplier/Manufacturer:

4. Schedule No.

5. No. of Units supplied:

6. Place of destination:

7. Invoice No. & Date:

8. Sl. No. of the Equipment.:

9. Name and Address of the Consignee:

10. Date of receipt by the Consignee:

11. Signature of authorized representative of Consignees with date:
(Name of Designation of the signatory also to be specified)

12. Seal of the Consignee

The undersigned hereby certifies that the aforesaid goods have been received in good condition and accepted.

Signature of the authorized representative of the consignee:

Name & Designation

Note : (i) "Consignee Receipt Certificate" has to reach UNDP within 21 days, from the day of receipt of material at the Consignee. Any delay beyond 21 days period, would be deemed that complete material has been received in correct quantity and has been accepted by you in good condition.
(ii) Before filling the above details kindly read the instructions given in appendix "A" .

Appendix "A"

Important Points for signing of "Consignment Receipt Certificate(CRC)"

(a) No initials should be done on CRC, signature block/column. The person signing the CRC documents should do his/her complete signature which should be legible.

(b) The signatory should write his/her complete name in capital letters, designation, telephone number and his mobile number, below the signature.

(c) If the signatory on the CRC is of the level of store keeper or equivalent then it CRC should be countersigned by the Center In-charge or the next person in the seniority.

(d) The "Consignment Receipt Certificate" (CRC) should not be signed by the temporary staff of the organization i.e. Consultant /councilor etc.

(e) The consignees in number of cases are forgetting to write the date of receipt of material in the CRC. The "CRC" without date of receipt of material would not be accepted.

(f) In number of cases the official rubber stamp is not legible on the document. The official rubber stamp of the consignee should clearly legible on the CRC.

(g) Two copies of the CRC should be given to the supplier and one dispatched to UNDP directly. The address is: United Nations Development Programme, 55, Lodi Estate, New Delhi-110003.

(h) There should be no cutting/overwriting on the document. Wherever there is cutting or over writing on the document, this should be initialed/ signed properly.

(i) Signature as" For", is not acceptable on the CRC.

(j) Signature and other details on the CRC should be clearly legible.

(k) The CRC should be immediately dispatched to UNDP and others, after the receipt of material.

(l) The "CRC" has to reach UNDP within 21 days from the day of receipt of material for the payment. Any delay beyond the above stipulated period would be deemed that complete material has been received in correct quantity and has been accepted by you in good condition.

Annex 5

SATISFACTORY INSTALLATION, TRAINING & COMMISSIONING CERTIFICATE

This is to certify that the goods as detailed below have been satisfactorily installed and commissioned and training provided in respect of their operational use:

a) PO-Contact No:_____ date _____

b) Description of the goods (with model no.):_____

c) Sl. Number(s) of the goods:_____

d) Quantity:_____

e) Name of the transporter:_____

f) LR/RR NO_____ dated_____

g) Name of the consignee:_____

The supplier has fulfilled his contractual obligation with regard to the following services:

a) Satisfactory Installation, Performance and commissioning/start up of equipment.
b) Furnishing of tools required for assembly and / or maintenance of the ……. ……..(Enter name of Equipment with model)
c) Furnishing detailed operation and maintenance manual for each item of supply at each location.
d) Training of the paramedics, operators/users in operating the equipment to the satisfaction of the consignee.

Signature_____
Name_____
Designation with stamp____
Date_____

Countersigned by:
Signature_____
Name_____
(Designation)
Date_____
Phone No:--------; Fax no:

NOTE:

1. This certificate is to be filled up and issued by representative of the consignee and is to be duly stamped and countersigned by the supervisor.
2. Original copy of the certificate shall be given to supplier or his authorized representative and a copy to be transmitted by fax Fax: +91 11 2462 7612 to UNDP, New Delhi.
3. In the case of leave or absence of the concerned Specialist, the certificate can be signed by the CMO/Dy CMO concerned.

Annex 6

FORM FOR PERFORMANCE SECURITY

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made in this template.)

To: **UNDP, New Delhi, India**

WHEREAS **[name and address of supplier]** (hereinafter called "the Supplier") has undertaken, in pursuance of PO-Contract No. _____ dated _____ , to deliver the goods and execute related services (hereinafter called "the Contract"):

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract:

AND WHEREAS we have agreed to give the Supplier such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier, up to a total of **[*amount of guarantee*]** [***in words and numbers***], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ***[amount of guarantee as aforesaid***] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month] [insert year],* and any demand for payment under it must be received by us at this office on or before that date.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date .....

Name of Bank .....

Address .....

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Annex 7

Consignee Distribution List

Timeline for delivery

		Delivery Within 15 May 2014					Delivery Between 15 June 2014 to 30 June 2014										
S. No.	**Equipment**	Chinsurah DH	Barasat DH	Krishnanagar DH	Suri DH	Purulia DH	Asansol DH	Srerampur SDH	Tehatta SDH	Kalyani JNM	School of Tropical Medicine	Murshidabad MCH, Berhampur	Midnapur MCH	Howrah DH	Coochbehar DH	MRBH	**TOTAL**
1	Ripple Mattress	6	12	12	12	17	12	12	8	4	12	12	9	12	10	20	170